

THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

Case No. 07-20693 – CIV – ALTONAGA/Turnoff

TAKE-TWO INTERACTIVE SOFTWARE, INC.,

Plaintiff,

v.

JOHN B. THOMPSON

Defendant.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Releases (the “Agreement”) is made and entered between TAKE-TWO INTERACTIVE SOFTWARE, INC. (“Take-Two”) and John B. Thompson (“Thompson”), as follows.

WHEREAS, an action is pending in the United States District Court for the Southern District of Florida, captioned *Take-Two Interactive Software, Inc. v. John B. Thompson*, Case No. 07-20693-CIV-ALTONAGA (the “Federal Action”), in which Take-Two has sought certain declaratory and injunctive relief;

WHEREAS, Thompson has filed, filed and withdrawn, and/or stated his intentions to file certain counterclaims against Take-Two in the Federal Action, or to pursue claims in other cases against Take-Two, its subsidiaries, affiliates, officers, or directors;

WHEREAS, Take-Two has filed a Petition for an Order to Show Cause why Thompson should not be held in contempt, and Thompson has filed certain motions against Take-Two, in separate action in the Circuit Court for the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, captioned *John B. Thompson v. Wal-Mart Stores, Inc., et al.*, Case No. 06-16311 (the “State Action”);

WHEREAS, Take-Two has scheduled a hearing in the State Action for April 20, 2007;

WHEREAS, the parties have determined that it is in their best interests to resolve the Federal and State Actions and the disputes underlying those actions;

NOW, THEREFORE, Take-Two and Thompson, intending to be legally bound, for and in consideration of the terms, conditions and mutual obligations set forth herein, and understanding the meaning and legal effect of entering into the Settlement Agreement, stipulate and agree as follows:

1. Thompson's Agreement Not to Sue.

Thompson shall not assert any claims in his own name, whether on behalf of himself or another person, state, or any other entity, against any person, corporation, or any other entity, in any court world-wide, seeking to restrict, in any way, the sale or distribution of any game designed, published, manufactured, distributed or sold by Take-Two, Rockstar Games, Inc. ("Rockstar"), or any of their respective parent companies, subsidiaries, divisions, affiliates of any kind or nature, assigns, successors-in-interest, or predecessors-in-interest (collectively, the "Take-Two Entities").

2. Thompson's Agreement to Not Threaten Suit.

Thompson shall not communicate on his own behalf with (i) any Take Two Entity or (ii) with any person or entity engaged in business activities of any kind with any Take Two Entity in which he (a) accuses, claims or asserts that any Take Two Entity has engaged or will engage in any wrongdoing based on the sale or distribution of any game designed, manufactured, distributed or sold by any Take-Two Entity, or (b) accuses, claims, asserts or contends that any such person or entity has engaged or will engage in any wrongdoing based on or arising out of such sale or distribution, or (c) threatens any kind of action against such person or entity based on or arising out of such sale or distribution. Nothing in this paragraph shall be construed to limit in any way

Thompson's right to criticize the content or distribution of any such game. Further, nothing in this paragraph shall be construed to prevent Thompson from acting as counsel for third-party plaintiffs in actions in which such plaintiffs allege individual harm.

3. Thompson's Agreement Regarding Future Communications with Take-Two.

Thompson agrees that any future communications by or on his behalf with Take-Two, Rockstar, or their respective parent companies, subsidiaries, divisions, affiliates of any kind or nature, assigns, successors-in-interest, predecessors-in-interest, principals, brokers, partners, directors, officers, attorneys, insurers, employees, representatives, and agents (collectively the "Take Two Entities") shall be directed to (a) counsel of record, if the communication relates to any pending litigation, or (b) if in relation to any other matter, by postal mail or electronic mail, to a designated contact person in Take-Two's Office of General Counsel.

4. Dismissal of the Federal Action.

Within one (1) business day of Thompson's execution of this Settlement Agreement, Take-Two shall submit this Settlement Agreement to the Court in the Federal Action for its approval, and upon approval by the Court all claims and counterclaims asserted in this action shall be deemed dismissed with prejudice. Take-Two and Thompson shall bear their own fees and costs incurred in the Federal Action.

5. Postponement of the Hearing on the State Action.

Within one (1) business day of Thompson's execution of this Settlement Agreement, Take-Two shall request the postponement of the April 20, 2007 hearing on the State Action.

6. Withdrawal of the State Action.

Within one (1) business day of this Court's approval of this Settlement Agreement, Take-Two shall withdraw its petition in the State Action and Thompson shall withdraw any motions. Take-Two and Thompson shall bear their own fees and costs incurred in the State Action.

7. Adequacy and Sufficiency of Consideration.

The parties hereby acknowledge that these mutual releases and the dismissal of claims are adequate and sufficient consideration for this Settlement Agreement.

8. Release of Thompson by Take-Two.

Take-Two, for itself and the Take Two Entities, hereby, releases and discharges all claims, debts, demands, causes of action, suits, damages, obligations, costs, fees, losses, expenses, compensation, and liabilities whatsoever, at law or in equity, known or unknown, asserted or unasserted, contingent or accrued, discovered or undiscovered, which occurred or existed at any time on or before the date of execution of this Settlement Agreement, that it has against Thompson, his assigns, successors-in-interest, attorneys, insurers, representatives, and agents, arising from or relating to the State Action or to the matters which were pled by it in the Federal Action through the date of this Settlement Agreement.

9. Release of Take-Two by Thompson.

Thompson, for himself and his assigns, successors-in-interest, attorneys, insurers, representatives, and agents, hereby releases and discharges all claims, debts, demands, causes of action, suits, damages, obligations, costs, fees, losses, expenses, compensation, and liabilities whatsoever, at law or in equity, known or unknown, asserted or unasserted, contingent or accrued, discovered or undiscovered, which occurred or existed at any time on or before the date of execution of this Settlement Agreement that he had, has or may hereafter have, against the Take

Two Entities arising from or relating to the State Action or to the matters which were pled by him, or which he stated he intended to plead, in the Federal Action through the date of this Settlement Agreement.

10. No Admission of Liability.

This Settlement Agreement, and acts or proceedings hereunder, shall not in any way be construed as, or deemed to be, evidence of any admission or concession on the part of the parties of any liability or wrongdoing whatsoever, and any such liability or wrongdoing is hereby expressly denied and disclaimed by each of the parties.

11. Remedies Upon Default.

Any default by Thompson under this Settlement Agreement and Mutual Release may be enforced by Take-Two through injunctive relief, and in any action to enforce in which Take-Two is a prevailing party, Take-Two shall be entitled to recover its expenses, costs and attorney's fees.

12. Entire Agreement.

This Agreement embodies and represents the full agreement of the parties hereto, supersedes any and all prior agreements and understandings, if any, relating to the substance hereof between or among any of the parties hereto, except as provided for herein, and shall not be modified except in writing executed by or on behalf of all the parties.

13. Governing Law.

This Agreement shall be governed by the law of the State of New York, including its statutes of limitations, but without regard to its choice or conflicts of law rules.

14. Successors.

This Agreement shall inure to the benefit of and bind the parties hereto, their respective agents, successors, representatives, heirs and assigns.

15. No Assignment of Causes of Action.

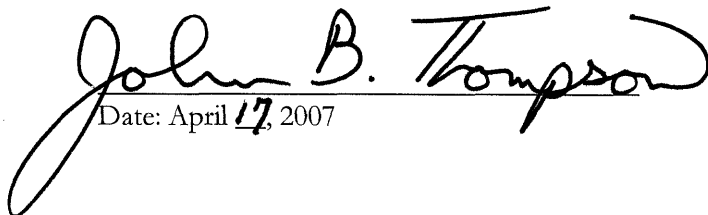
The parties hereby represent that there has been no assignment of any cause of action to any third-parties.

16. Authorization to Execute.

The person signing this Agreement on behalf of Take Two hereto represents and warrants that she is authorized to sign on behalf of Take Two. The parties and their counsel agree that they will take all steps necessary to carry out the terms of the Settlement Agreement and the settlement it embodies. This Agreement may be executed in multiple counterparts and facsimile signatures shall be treated as originals for all purposes hereunder.

IN WITNESS WHEREOF, Take-Two Interactive Software, Inc., and John B. Thompson, intending to be legally bound hereby, have executed this Settlement Agreement.

JOHN B. THOMPSON



Date: April 17, 2007

**TAKE-TWO INTERACTIVE
SOFTWARE, INC.**

BLANK ROME LLP

Name: Gena A. Feist
Title: Vice President &
Associate General Counsel
Date: April __, 2007

Attorneys for Take-Two Interactive Software, Inc.,
1200 N. Federal Highway, Suite 417
Boca Raton, Florida 33432
Telephone: 561-417-8100
Facsimile: 561-417-8101

By: _____
Howard M. Camerik, Esq.
Florida Bar No. 703435
camerik@blankrome.com

15. No Assignment of Causes of Action.

The parties hereby represent that there has been no assignment of any cause of action to any third-parties.

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JOHN B. THOMPSON

Date: April __, 2007

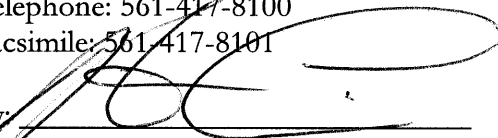
**TAKE-TWO INTERACTIVE
SOFTWARE, INC.**

BLANK ROME LLP



Name: Gena A. Feist
Title: Vice President &
Associate General Counsel
Date: April 16, 2007

Attorneys for Take-Two Interactive Software, Inc.,
1200 N. Federal Highway, Suite 417
Boca Raton, Florida 33432
Telephone: 561-417-8100
Facsimile: 561-417-8101


By: _____
Howard M. Camerik, Esq.
Florida Bar No. 703435
camerik@blankrome.com

APPROVED, DONE AND ORDERED in Chambers at Miami, Florida, this ____ day of April 2007. Pursuant to this Settlement Agreement and Mutual Release, all claims and counterclaims (as originally pleaded or amended) are hereby dismissed with prejudice. The Court shall retain jurisdiction to enforce this Settlement Agreement and Mutual Release.

CECILIA M. ALTONAGA
UNITED STATES DISTRICT JUDGE

cc: Magistrate Judge William C. Turnoff
Counsel of record
John Bruce Thompson, *pro se* litigant at Email: amendmentone@comcast.net